

Plaintiffs' Exhibit 12

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Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF VIRGINIA
3 ALEXANDRIA DIVISION

4 UNITED STATES, et al. §
5 VS. § NO. 1:23-cv-00108-LMB-JFA
6 GOOGLE, LLC §

7 ORAL AND VIDEOTAPED DEPOSITION OF BO BRADBURY
8 SEPTEMBER 8, 2023
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10 ORAL AND VIDEOTAPED DEPOSITION OF BO BRADBURY,
11 produced as a witness at the instance of the Defendant and
12 duly sworn, was taken in the above styled and numbered
13 cause on Friday, September 8, 2023, from 9:39 a.m. to 4:56
14 p.m., before Janalyn Elkins, CSR, in and for the State of
15 Texas, reported by computerized stenotype machine, at the
16 JW Marriott, 112 E. 2nd Street, Austin, Texas, pursuant to
17 the Federal Rules of Civil Procedure and any provisions
18 stated on the record herein.

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24
25 Job No. CS6091854

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	Page 2	Page 4
1	APPEARANCES	
2	FOR THE PLAINTIFF:	
3	KATHERINE E. CLEMONS	1 THE REPORTER: Mr. Lynch, are you going to
	ISABEL AGNEW	2 want a copy?
4	U.S. DEPARTMENT OF JUSTICE, ANTITRUST DIVISION	3 MR. LYNCH: Yes.
5	450 Fifth Street, NW, Suite 7000	4 THE REPORTER: And do you want a rough
6	Washington, DC 20530	5 draft and real time?
	Tel: (202) 598-2372	6 MR. LYNCH: Whatever everyone else is
7	Katherine.Clemons@usdoj.gov	7 getting.
	Isabel.agnew@usdoj.gov	8 THE REPORTER: And Ms. Clemons, do you want
8	FOR THE DEFENDANT:	9 an expedite?
9	LAUREN KAPLIN	10 MS. CLEMONS: Yes.
10	LIJUN ZHANG	11 VIDEOGRAPHER: Here begins the deposition
	FRESHFIELDS	12 of Bo Bradbury. Today's date is September 8, 2023. The
11	700 13th Street, NW, 10th Floor	13 time is 9:40 a.m. Will counsel please identify
	Washington, DC 20005	14 themselves for the record, after which the court
12	Tel: (202) 777-4518	15 reporter will swear in the witness.
	lauren.kaplin@freshfields.com	16 MS. KAPLIN: Lauren Kaplin here with
13	Lijun.zhang@freshfields.com	17 Freshfields on behalf of Google.
14	FOR THE WITNESS:	18 MR. ZHANG: Lijun Zhang with Freshfields on
15	NIALL LYNCH	19 behalf of Google.
	LATHAM & WATKINS	20 MR. LYNCH: Niall --
16	505 Montgomery Street, Suite 2000	21 MS. BOSCO: Sorry, I'm on Zoom here, but
	San Francisco, California 94111	22 Veronica Bosco, also from Freshfields on behalf of
17	Tel: (415) 391-0600	23 Google.
	niall.lynch@lw.com	24 MR. LYNCH: Niall Lynch from Latham &
18	Also Present:	25 Watkins on behalf of Omnicom and the witness Bo Bradley.
19	PETER ZIERLEIN	
	KAILEN MALLOY	
20		
21		
22		
23		
24		
25		
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3	Appearances 2	1 MS. MALLOY: Kailen Malloy from Latham &
4	Stipulations 5	2 Watkins, also on behalf of Omnicom and the witness.
5	BO BRADBURY	3 MS. CLEMONS: Katherine Clemons, the
6	Examination by Ms. Kaplin 5	4 Department of Justice on behalf of the United States of
	Examination by Ms. Clemons 99	5 America.
7	Further Examination by Ms. Kaplin 200	6 MS. AGNEW: Isabel Agnew on behalf of
	Further Examination by Ms. Clemons 209	7 United States.
8	Signature and Changes 214	8 BO BRADBURY,
9	Reporter's Certificate 216	9 having been duly sworn, testified as follows:
10		10 EXAMINATION
11		11 Q. (BY MS. KAPLIN) Good morning, Mr. Bradbury.
12	E X H I B I T S	12 A. Good morning.
13	NO. DESCRIPTION PAGE	13 Q. My name is Lauren Kaplin. I just introduced
14	Exhibit 1 Email 34	14 myself. I'm here representing Google. Can you state
15	Exhibit 2 Email 62	15 your full name again for the record?
16	Exhibit 3 Email 76	16 A. Yes. Full name, Robert Easton Bradbury, III.
17	Exhibit 4 Contractor Performance	17 Bo is the nickname, so more manageable.
18	Assessment Report 82	18 Q. Thank you.
19	Exhibit 5 Solicitation, Offer, and	19 And who's your current employer?
20	Award 92	20 A. GSD&M.
21	Exhibit 6 Invoice 159	21 Q. Okay. Your job title currently?
22	Exhibit 7 Invoice 180	22 A. Senior vice president, managing director.
23	Exhibit 8 Invoice 187	23 Q. Okay. And where do you live?
24	Exhibit 9 Invoice 187	24 A. Austin, Texas.
25		25 Q. You're represented here by counsel today?

2 (Pages 2 - 5)

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<p>1 of.</p> <p>2 Are there particular -- can you think of</p> <p>3 any examples of particular use cases where programmatic</p> <p>4 online display advertising is particularly useful for</p> <p>5 Air Force campaigns in particular?</p> <p>6 MS. KAPLIN: Object to form.</p> <p>7 THE WITNESS: Yes.</p> <p>8 Q. (BY MS. CLEMONS) What are some of those</p> <p>9 examples?</p> <p>10 A. Instances where there are, again, hard to reach</p> <p>11 audiences, where there may be unique data signals that</p> <p>12 are important to us, are easier to follow -- find and</p> <p>13 follow in a programmatic setting than in a direct</p> <p>14 publisher-type environment. And then combined with that</p> <p>15 would be the scale in which to reach them as well.</p> <p>16 Another benefit would be, in a programmatic sense, is</p> <p>17 again thinking about approaching an engagement into a</p> <p>18 display universe, so to speak, at a common point of</p> <p>19 entry, via DSP, is there is typically greater data --</p> <p>20 data quality in terms of frequency and exposure.</p> <p>21 Meaning that you have greater confidence in the data</p> <p>22 you're sending of how often the audiences are seeing a</p> <p>23 particular message. As that is beneficial for a brand</p> <p>24 and an agency and so forth in that we are able to</p> <p>25 implement what's referred to as frequency capping.</p>	<p>1 its only option for a display advertising?</p> <p>2 MS. KAPLIN: Object to form.</p> <p>3 THE WITNESS: Not necessarily.</p> <p>4 Q. (BY MS. CLEMONS) Okay. If you have a</p> <p>5 particular audience that the Air Force is trying to</p> <p>6 reach, 18 to 24, for example, if a potential recruit is</p> <p>7 not an account holder with Facebook, for example, is it</p> <p>8 possible for that Facebook ad to reach that potential</p> <p>9 recruit?</p> <p>10 MS. KAPLIN: Object to form.</p> <p>11 THE WITNESS: In that instance, no. A</p> <p>12 Facebook ad would not. If they were not a Facebook</p> <p>13 account holder, correct.</p> <p>14 Q. (BY MS. CLEMONS) If a potential recruit had a</p> <p>15 Facebook account, but didn't regularly check that</p> <p>16 Facebook account, would it be possible for Air Force to</p> <p>17 reach that recruit through a Facebook ad?</p> <p>18 MS. KAPLIN: Object to form.</p> <p>19 THE WITNESS: Not through a Facebook ad.</p> <p>20 But they could reach them through other means outside of</p> <p>21 the walled garden.</p> <p>22 Q. (BY MS. CLEMONS) Right. So is there an</p> <p>23 advantage to open web, non-walled garden display</p> <p>24 advertising with respect to the breadth of reach across</p> <p>25 different kinds of audiences?</p>
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<p>1 We can determine how much advertising</p> <p>2 someone is seeing and be judicious and when we've hit</p> <p>3 the levels we want, know that we've reached those and</p> <p>4 save dollars potentially for the client. So those are</p> <p>5 some top of line examples in my mind where that would be</p> <p>6 advantageous.</p> <p>7 Q. Okay. And you mentioned earlier "walled</p> <p>8 gardens." Is there a reason that Air Force, for</p> <p>9 example, cannot restrict its display advertising to</p> <p>10 walled gardens like mentioned earlier, like Facebook?</p> <p>11 A. No, there's no reason it would have to restrict</p> <p>12 it.</p> <p>13 Q. Okay. Are there reasons why Air Force wouldn't</p> <p>14 want to restrict its advertising to walled gardens?</p> <p>15 MS. KAPLIN: Object to form.</p> <p>16 THE WITNESS: If the channel/platform,</p> <p>17 again, reached a unique, important audience and perhaps</p> <p>18 did that in a manner with kind of creative units or</p> <p>19 there was some content, or contextual content there that</p> <p>20 was beneficial, then it may very well make sense to make</p> <p>21 that selection to deploy an initiative solely within the</p> <p>22 walls of a walled garden, if -- if it was of value to</p> <p>23 the brand and the Air Force.</p> <p>24 Q. (BY MS. CLEMONS) Okay. Will that -- would</p> <p>25 Air Force be at a disadvantage if walled gardens were</p>	<p>1 MS. KAPLIN: Object to form.</p> <p>2 THE WITNESS: Yes, there's advantage, and</p> <p>3 that advantage would be scale. Access to a value -- an</p> <p>4 audience which may be of importance to an advertiser.</p> <p>5 Q. (BY MS. CLEMONS) Are you familiar with the</p> <p>6 term "retargeting"?</p> <p>7 A. Yes.</p> <p>8 Q. What is your understanding of retargeting?</p> <p>9 A. Retargeting is a brand or an advertiser's</p> <p>10 ability to typically reference in a digital setting</p> <p>11 to -- based on some previously taken action to deliver</p> <p>12 advertising or communications to them based on that</p> <p>13 previous action.</p> <p>14 Q. Is retargeting a tactic?</p> <p>15 A. I would characterize it as such.</p> <p>16 Q. And is that a tactic that can be used in</p> <p>17 multiple different media channels?</p> <p>18 A. In some channels, yes.</p> <p>19 Q. What are the channels in which retargeting can</p> <p>20 be used?</p> <p>21 A. Certainly digital, as you would expect. But</p> <p>22 you could also think, too, of direct marketing, for</p> <p>23 instance. So say, for instance, someone responded to an</p> <p>24 email or a direct mail piece, for instance. Then</p> <p>25 another piece of communications could be triggered as a</p>

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<p style="text-align: right;">Page 158</p> <p>1 result of that. Another example within using Air Force 2 as a scenario, our mobile tours, for instance, are a 3 potential kind of reengagement trigger. So say a young 4 woman or man interacts with a mobile tour, provides the 5 Air Force contact information via an opt in, they could 6 be communicated with afterwards via multiple ways. 7 It could be if they have provided us a phone number 8 literally a recruiter could contact them or an email 9 stream could be initiated or a direct mail piece could 10 be sent to their home address.</p> <p>11 Q. Are there particular types of advertising 12 within the digital sphere that retargeting is more 13 effective than others?</p> <p>14 MS. KAPLIN: Object to form.</p> <p>15 THE WITNESS: Yes.</p> <p>16 Q. (BY MS. CLEMONS) Which ones?</p> <p>17 A. For a specific example tied to -- to Air Force, 18 I would say a key driving variable to initiate a 19 retargeting stream for GSD&M and the Air Force would be 20 visitations to a website. And so an individual has 21 visited a website. If they have opted in to the 22 permissions settings that are outlined there, then that 23 could initiate retargeting to continue a conversation or 24 prompt further conversation with a prospect.</p> <p>25 Q. And so if a potential recruit visits the</p>	<p style="text-align: right;">Page 160</p> <p>1 today, there's a Bates stamp on the first page and then 2 the rest of the document is a printout in color of the 3 native version of the document which is not part of the 4 production. We have it in here for the color, I 5 believe. And so there are not Bates stamps on the 6 remainder of the pages, but they are -- I will represent 7 that they are identical to the Bates stamped version of 8 the remainder of this document.</p> <p>9 MS. KAPLIN: Can I ask that you produce the 10 native version?</p> <p>11 MS. CLEMONS: I'm happy to. Well, I'm 12 giving you this copy.</p> <p>13 MR. LYNCH: What's the Bates stamp range in 14 the one that Bates -- is Bates stamped?</p> <p>15 MS. CLEMONS: We can -- I can look that up 16 and hopefully put it on the record before the deposition 17 is over.</p> <p>18 MR. LYNCH: Okay.</p> <p>19 MR. ZHANG: Is it -- ends with 194.</p> <p>20 MS. CLEMONS: I don't have the -- I don't 21 have it in front of me. I apologize. This is a -- just 22 a clerical error that resulted from the United States 23 not having printing facilities in Texas, so...</p> <p>24 Q. (BY MS. CLEMONS) Do you recognize this 25 document, Mr. Bradbury?</p>
<p style="text-align: right;">Page 159</p> <p>1 Air Force's website, does that mean that Air Force could 2 then retarget that potential recruit with advertising on 3 a different website?</p> <p>4 A. With -- if permissions are granted and then, 5 again, this is a very fluid space as the privacy 6 landscape is changing very constantly, and so -- so yes. 7 But it's something we have to monitor continuously.</p> <p>8 Q. Is retargeting a feasible tactic to be used 9 when an advertiser has made a direct deal with a website 10 publisher for display advertising?</p> <p>11 A. I don't know. I would assume so. But I'm not 12 fully clear. It would depend on the publisher, I 13 believe.</p> <p>14 Q. Okay. So we're going to shift gears a little 15 bit. I am going to -- I'm handing you a document or 16 handing the court reporter a document. But I think 17 we're at Bradbury Exhibit 6.</p> <p>18 (Exhibit No. 6 was marked.)</p> <p>19 Q. (BY MS. CLEMONS) And this document is, on the 20 first page, has a Bates stamp at the bottom 21 USAF-ADS-0000482174.</p> <p>22 Mr. Bradbury, do you recognize this 23 document?</p> <p>24 MS. CLEMONS: Yeah. I'm just going to put 25 on the record that the copy that I brought with me</p>	<p style="text-align: right;">Page 161</p> <p>1 A. Yes. This is an example -- or is a monthly 2 billing statement which GSD&M produces and provides to 3 the United States Air Force.</p> <p>4 Q. Okay. And are you familiar with how GSD&M 5 invoices Air Force for paid media?</p> <p>6 A. Yes.</p> <p>7 Q. And is this an example of a typical invoice 8 that GSD&M would send to the Air Force monthly?</p> <p>9 A. Correct, it is.</p> <p>10 Q. Okay. If you go down to where it says, 11 "Contract Number."</p> <p>12 Do you see that, just below the address on 13 the left?</p> <p>14 A. Yes.</p> <p>15 Q. Is it your understanding that that contract 16 number is the current umbrella contract, as you referred 17 to it, that we -- that we looked at earlier, Exhibit 5?</p> <p>18 A. Yes, it is.</p> <p>19 Q. Okay. Are you familiar with the types of 20 information included in invoices from GSD&M to 21 Air Force?</p> <p>22 A. Yes, I'm familiar with some, maybe not all, but 23 some, yes.</p> <p>24 Q. If you go down to below where it says, "Total 25 Amount Due," do you see where it says, "Cost</p>

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<p style="text-align: right;">Page 162</p> <p>1 reimbursable - provisional payment"?</p> <p>2 A. Yes.</p> <p>3 Q. Do you know what that means?</p> <p>4 A. I do not.</p> <p>5 Q. Right above that where it says, "Total Amount</p> <p>6 Due," do you know if that represents the amounts that</p> <p>7 GSD&M submitted to the Air Force for payment in the</p> <p>8 month of November 2021?</p> <p>9 A. That is correct, yes, this represents that</p> <p>10 total.</p> <p>11 Q. If you look right above that, where it says,</p> <p>12 "Number," there are a series of numbers. First one</p> <p>13 starts with a PD. Next two start with an I, M, T, and</p> <p>14 B.</p> <p>15 Do you have any understanding of what those</p> <p>16 numbers refer to?</p> <p>17 A. Yes.</p> <p>18 Q. What are those?</p> <p>19 A. Each one of these numbers denotes a specific</p> <p>20 component that is -- or an activity that is being billed</p> <p>21 in this particular month. The billing that you're</p> <p>22 seeing here or in any of these forms that we provide on</p> <p>23 a monthly basis would cover -- could range from media</p> <p>24 purchases to production of a commercial to other costs.</p> <p>25 So these numbers align with specific expenses that</p>	<p style="text-align: right;">Page 164</p> <p>1 A. I would characterize CLIN as basically a -- a</p> <p>2 billing path or types of expenses that the Air Force</p> <p>3 provides guidance for us to -- to bill within. It's a</p> <p>4 prescribed path of billing as dictated by the Air Force</p> <p>5 which we are asked to follow.</p> <p>6 Q. Okay. Do different CLINs have different fee</p> <p>7 arrangements?</p> <p>8 A. They do. I'm not as familiar with that --</p> <p>9 don't have that level of knowledge.</p> <p>10 Q. Understood.</p> <p>11 A. I would rely on my subject matter expert for</p> <p>12 support there.</p> <p>13 Q. If you go down to where it says, "Analysis of</p> <p>14 Claimed Current and Cumulative Costs." Actually, if you</p> <p>15 flip to the next page, it's slightly easier to read of</p> <p>16 the same page essentially. Where it says, "Analysis of</p> <p>17 Claimed Current and Cumulative Costs"?</p> <p>18 A. Yes.</p> <p>19 Q. Can you see that at the top in that gray box,</p> <p>20 very difficult to read, it says, "Major Cost Element"?</p> <p>21 A. I do.</p> <p>22 Q. And under that it says, "Subcontract, Media,</p> <p>23 Labor," and so on.</p> <p>24 Do you see that?</p> <p>25 A. I do.</p>
<p style="text-align: right;">Page 163</p> <p>1 occurred in this time period in the invoice.</p> <p>2 Q. Okay. Do the prefixes, those letters at the</p> <p>3 beginning of these numbers, have any particular meaning?</p> <p>4 A. No.</p> <p>5 Q. Okay. And do you know, in the next column over</p> <p>6 where it says, "Estimate Number," looks like only one of</p> <p>7 these has an estimate number. Do you know what the</p> <p>8 estimate number is?</p> <p>9 A. Yes. This represents -- this is a internal job</p> <p>10 number that is created at GSD&M that we use to guide,</p> <p>11 capture activities, spend, and so forth.</p> <p>12 Q. And going back a little bit to the left where</p> <p>13 it says "001" by itself -- 0001, apologies.</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. Is it your understanding that that aligns with</p> <p>17 item numbers in the contract itself?</p> <p>18 A. It's my understanding it does.</p> <p>19 Q. Okay.</p> <p>20 A. But I'm not our contract expert. My contract</p> <p>21 manager provides that guidance for me.</p> <p>22 Q. Understood.</p> <p>23 Have you heard of a CLIN, C-L-I-N?</p> <p>24 A. Yes.</p> <p>25 Q. What is a CLIN?</p>	<p style="text-align: right;">Page 165</p> <p>1 Q. Do you have an understanding of what is</p> <p>2 included in the media category of a major cost element?</p> <p>3 A. I do.</p> <p>4 Q. What is included in that?</p> <p>5 A. This would be the purchase of media inventory</p> <p>6 as designated under this specific task order.</p> <p>7 Q. And then in -- in the next box over, the top</p> <p>8 says, "Estimated Cost."</p> <p>9 Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. And then two down, just across from media in</p> <p>12 that column, there is a figure \$38,652,541.</p> <p>13 Do you see that?</p> <p>14 A. I do.</p> <p>15 Q. Do you have an understanding of what that</p> <p>16 number represents?</p> <p>17 A. I do.</p> <p>18 Q. What -- what is that?</p> <p>19 A. Under this particular task order, which is Task</p> <p>20 Order 32, that is the -- essentially the -- the media</p> <p>21 budget for this particular line of effort.</p> <p>22 Q. Okay. So does GSD&M send separate invoices for</p> <p>23 each task order that is active under the umbrella</p> <p>24 contract?</p> <p>25 A. Yes, that's correct.</p>

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<p style="text-align: right;">Page 166</p> <p>1 Q. Do you know by any chance what Task Order 32 2 covers? Did you just --</p> <p>3 A. I do. This one actually, it was -- if you're 4 within this document on page 2, ma'am, if you look at 5 the upper left-hand corner where it has COTR Captain 6 Lane, et cetera, et cetera. If you look right beneath 7 the address of Joint Base Randolph you'll see sight, 8 sound, and motion. That was the title of this 9 particular task order, TO 32.</p> <p>10 Sight, sound, and motion in this particular 11 task order, as we discussed earlier, represents video 12 investment. And so in this particular task order, that 13 video investment would have, if we had leveraged, I 14 apologize, I can't recall specifically, if we had 15 leveraged linear television, traditional television, 16 that would appear in here as that is video. Certainly, 17 if there was video delivered through digital means, that 18 would be, I believe, captured in here. And then also 19 you may see as part of that, the development of some 20 actual creative messaging advert -- you know, the ads 21 itself, the production of those, at this point in time, 22 would have been housed under sight, sound, and motion in 23 this particular fiscal year under TO 32.</p> <p>24 Q. Do you know was there any display advertising 25 in this task order?</p>	<p style="text-align: right;">Page 168</p> <p>1 request. If -- it's reviewed by the client team, they 2 approve that. And then at that point in time, the 3 corresponding number that you see here is generated and 4 then that becomes a traveling item that goes through the 5 billing system.</p> <p>6 Q. What types of information are included in the 7 AIR request?</p> <p>8 MS. KAPLIN: Object to form.</p> <p>9 THE WITNESS: An AIR -- an AIR request 10 would include some descriptions of actually what is -- 11 what is being recommended to be purchased on behalf of 12 the Air Force in the event of media as in here. Some 13 description of what that media would entail and what 14 potentially it would support. An AIR request would also 15 be used for -- and again, any other expenditures, so it 16 could be the production cost of a television commercial, 17 it could be the building of a mobile tour, et cetera. 18 In this instance, it's media.</p> <p>19 Q. (BY MS. CLEMONS) How often does GSD&M submit 20 AIR requests for approval to Air Force?</p> <p>21 MS. KAPLIN: Objection.</p> <p>22 THE WITNESS: Frequently.</p> <p>23 Q. (BY MS. CLEMONS) How frequently, is there a 24 number that you're -- can you estimate?</p> <p>25 A. Over the span of the entire level of effort,</p>
<p style="text-align: right;">Page 167</p> <p>1 A. I have to look quickly here. Oh, thank you. 2 Yeah, it looks to be some, clearly there is under, if 3 you look under page 2, you'll see a notation there, 4 Google Programmatic. So, for instance, you'll find 5 display there.</p> <p>6 Q. Do you have an understanding of what -- what 7 kinds of advertising are included in that description on 8 page 2 of the programmatic display?</p> <p>9 A. Not specifically, no.</p> <p>10 Q. Okay. So staying on page 2, up at the very top 11 corner, there's a red box that says "AIR" and then a 12 bunch of numbers and letters, 000 -- 0032 A, 104 RR, and 13 then a total -- a financial amount of \$568,309.50.</p> <p>14 Do you see that?</p> <p>15 A. I do.</p> <p>16 Q. Do you have an understanding of what that is 17 referring to?</p> <p>18 A. Yes.</p> <p>19 Q. What is that referring to?</p> <p>20 A. An AIR is -- refers to an advertising 21 instruction record. It is the equivalent of a signed 22 estimate, if you will, from our clients to expend 23 dollars on their behalf. So when a recommendation is 24 made to the Air Force to spend dollars, whether that's a 25 media purchase or something else, we submit an AIR</p>	<p style="text-align: right;">Page 169</p> <p>1 again, venturing as a ball park, it could be five, ten a 2 week maybe. It would certainly ebb and flow. But 3 depends on the volume of activity. But it's again, our 4 permission to spend dollars on the behalf. So it does 5 ebb and flow with that work.</p> <p>6 Q. Okay. And so does GSD&M seek and wait for 7 approval from Air Force on these AIR requests before it 8 expends those dollars on Air Force's behalf?</p> <p>9 A. Yes, ma'am. Contractually we are not allowed 10 to pursue that without that approval.</p> <p>11 Q. Okay. And how far in advance before -- before 12 a purchase is executed does GSD&M seek approval of the 13 the AIR?</p> <p>14 A. AIRs within a task order, which is -- we 15 discussed earlier, typically are a 12-month time period. 16 So an AIR has to be submitted 30 days prior to the end 17 of that task order. And then a working guidance for us 18 is ten business days to allow the Air Force client team 19 to review.</p> <p>20 THE REPORTER: Are you saying air or error?</p> <p>21 MS. CLEMONS: Air, A-I-R, all caps.</p> <p>22 Q. (BY MS. CLEMONS) And so staying on page 2, 23 this -- at the top says, "Invoice I-1A-0018."</p> <p>24 Do you see that towards the upper right?</p> <p>25 A. I do.</p>

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<p style="text-align: right;">Page 170</p> <p>1 Q. Is it your understanding that that corresponds 2 to the same number listed on the previous page, the 3 front cover of the invoice?</p> <p>4 A. Yes, it does.</p> <p>5 Q. Okay. And on that -- on that front page still, 6 across from I-1A-0018, do you see that it says 7 568,309.50?</p> <p>8 A. I do.</p> <p>9 MS. KAPLIN: I'm sorry. Can you direct 10 where you are?</p> <p>11 MS. CLEMONS: Yeah. On the -- on the cover 12 page of the invoice under number, the second number, 13 I-1A-0018, if you look across over to where it says 14 amount. The amount listed for that invoice number is 15 568,309.50.</p> <p>16 Q. (BY MS. CLEMONS) And turning back to the 17 second page of the invoice, do you see, in that right 18 box at the top, that 568,309.50?</p> <p>19 A. I do.</p> <p>20 Q. Okay. Is that the amount in your understanding 21 of what is being invoiced or what was approved in the 22 AIR?</p> <p>23 A. It's my understanding that is what is approved 24 in the AIR.</p> <p>25 Q. Okay. And so looking down, still on Page 2, I</p>	<p style="text-align: right;">Page 172</p> <p>1 technical expert.</p> <p>2 Q. For the Google Programmatic section, do you 3 know what platform or platforms would be covered by 4 Google Programmatic as listed here in this invoice?</p> <p>5 A. My assumption is DV360. But again, I would 6 have to defer to my subject matter expert colleagues.</p> <p>7 Q. Are there fees associated with the use of 8 DV360?</p> <p>9 A. Not that I'm aware of.</p> <p>10 Q. Do you see at the top of this page, below the 11 sort of header information, there are three columns over 12 to the right, "Gross Billable," "Net Billable," and "Net 13 Billing"?</p> <p>14 A. I do.</p> <p>15 Q. Do you have an understanding of what those 16 columns represent?</p> <p>17 A. I do.</p> <p>18 Q. Could you explain those, please?</p> <p>19 A. Yes. Net billing and net billable, vis-à-vis 20 gross billable. I should note that from GSD&M's 21 relationship with the Air Force, we bill everything as a 22 passthrough cost. So everything is billed as net. What 23 you're seeing in here in gross billable is a function 24 and a setting that is kind of almost a default within 25 Mediaocean, which is our billing piece. So this is</p>
<p style="text-align: right;">Page 171</p> <p>1 see there is a section under "Google Programmatic." And 2 then there's also, a little bit farther down around the 3 middle of the page, I see "Google Ad Serving."</p> <p>4 Do you have an idea of what is meant by 5 Google Programmatic and Google ad serving in this 6 invoice?</p> <p>7 A. Yes.</p> <p>8 Q. All right. Can you explain both of those, 9 please?</p> <p>10 A. Yes. Under the programmatic line item would be 11 the actual media inventory that was secured via Google 12 Programmatic, in this case DV360. Ad serving is again, 13 as the title implies, we leverage Google technology to 14 distribute, i.e., ad serve communications. And those 15 are a variable cost that a company that, when 16 advertising, is deployed. So that's what the bottom 17 portion represents.</p> <p>18 Q. What Google platform does Air Force use for ad 19 serving?</p> <p>20 A. Campaign Manager.</p> <p>21 Q. Okay. So it's your understanding that the fees 22 under Google ad serving are the fees associated with 23 Air Force's use of Campaign Manager for that time 24 period?</p> <p>25 A. That is my understanding. But I'm not that</p>	<p style="text-align: right;">Page 173</p> <p>1 really in the construct of some advertising 2 relationships employ a commission model. And so when 3 you see gross billable, this is assuming that -- a 4 markup, if you will. However, from an Air Force 5 perspective and a GSD&M perspective, we only bill net. 6 So this is -- Mediaocean is a product which services 7 advertisers across the entire industry. Our 8 relationship with the Air Force is different than kind 9 of what you see reflected in this diagram.</p> <p>10 Q. Okay. So is it accurate that this gross 11 billable column is sort of an artifact of what might 12 happen in another relationship, but doesn't actually 13 have any meaning to what GSD&M is billing Air Force?</p> <p>14 A. Yes, ma'am.</p> <p>15 Q. Okay. And so, to your understanding, where it 16 says, you know, October 1/21 display and there is a 17 number under net billable and net billing for 18 \$286,172.42.</p> <p>19 Do you see that?</p> <p>20 A. Yes, I do.</p> <p>21 Q. Is it your understanding that that is 22 100 percent of the -- of the cost of the media purchased 23 through DV360 for that month?</p> <p>24 A. Yes. Yes.</p> <p>25 Q. Okay. And it is Air Force's obligation to pay</p>

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<p>1 100 percent of the cost of that media --</p> <p>2 A. Yes.</p> <p>3 Q. -- under the contract?</p> <p>4 MS. KAPLIN: Object to form.</p> <p>5 Q. (BY MS. CLEMONS) Okay. Up at the top of the</p> <p>6 page in the upper left, under where it says "Invoice,"</p> <p>7 it says "Due date," "client."</p> <p>8 Do you see that?</p> <p>9 A. I do.</p> <p>10 Q. Right under client, there are two lines, one</p> <p>11 for product and one for estimate. Do you have an</p> <p>12 understanding of what product and estimate are referring</p> <p>13 to?</p> <p>14 A. Partial. Yes.</p> <p>15 Q. Okay. All right. Can you provide your partial</p> <p>16 understanding?</p> <p>17 A. Certainly. From a product perspective, you'll</p> <p>18 see each task order, in this case task order 32 or</p> <p>19 technically 0032, has a title describing what services</p> <p>20 are to be provided under that. And as we had discussed,</p> <p>21 this one captures sight, sound, and motion activities.</p> <p>22 So you will see that as T00032 sight, sound, mo,</p> <p>23 abbreviated there a bit. And then underneath that, an</p> <p>24 estimate, just a little SSM, it will be a acronym we use</p> <p>25 to collapse sight, sound and motion. And then media, as</p>	<p>1 there of August 1, September 1, November, 1, et cetera.</p> <p>2 Q. Okay. And is this the date that the</p> <p>3 advertising ran or the date that they're being billed or</p> <p>4 something else?</p> <p>5 A. We --</p> <p>6 MS. KAPLIN: Object to form.</p> <p>7 THE WITNESS: Cannot confirm. I will share</p> <p>8 my best. We obviously have to bill 30 days after</p> <p>9 something has completed in order to get resolution on</p> <p>10 what transpired that month. So you'll notice, on the,</p> <p>11 top, you'll see that billing trailing a month.</p> <p>12 Concurrently, as you can see within this document,</p> <p>13 there's also some spinning reconciliations that happened</p> <p>14 over time. And if you see a credit noted from a time</p> <p>15 period, you'll see those reflected here as well.</p> <p>16 Q. (BY MS. CLEMONS) Do you have an understanding</p> <p>17 of what those credits might represent?</p> <p>18 A. Yes.</p> <p>19 Q. What might they represent?</p> <p>20 A. As an example, not necessarily tied to these</p> <p>21 specific line items, say there was a -- an estimated</p> <p>22 media spend per month for an effort at \$5,000. And in</p> <p>23 terms of placing executions in front of an audience,</p> <p>24 what if enough inventory couldn't be secured that</p> <p>25 matches your specifications and you only spent \$4,900</p>
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<p>1 you see there, would be a designation for -- that this</p> <p>2 is a media expenditure. And then underneath that,</p> <p>3 you'll see the -- again, reference the corresponding AIR</p> <p>4 number which mirrors what is in the top in red.</p> <p>5 Q. Okay. Thank you. So below -- just below that,</p> <p>6 it says, "Insert Date," right above Google Programmatic.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. And then there appear to be several insert</p> <p>10 dates shown below there, August 1, '21; September 1,</p> <p>11 '21; October 1, '21; November 1, '21.</p> <p>12 Do you see that?</p> <p>13 A. I do.</p> <p>14 Q. Do you know what is meant by insert date?</p> <p>15 A. Insert date, again, I think gets back to kind</p> <p>16 of a legacy term, if you will, from a media perspective.</p> <p>17 So thinking back to a world of print, newspapers and so</p> <p>18 forth, it would be technically an insertion within</p> <p>19 there, when that's in there. So this refers to</p> <p>20 essentially the time in which the advertising is being</p> <p>21 placed. If this was another medium, that may be a</p> <p>22 singular date. For instance, if a television execution</p> <p>23 ran on September 15th, you may see September 15th, given</p> <p>24 the nature in which this work spans, it's over a time</p> <p>25 horizon of a month. So you'll see the designations</p>	<p>1 worth. Then you would have a credit of \$100 in which</p> <p>2 case that would be -- what's typically done is that</p> <p>3 would be -- again, it's committed to and then those</p> <p>4 dollars would be applied to the next month to secure the</p> <p>5 deliveries you're looking for. So that's the</p> <p>6 description I would -- I would characterize it as.</p> <p>7 Q. So are those credits against what is owed by</p> <p>8 Air Force or what has already been paid by Air Force?</p> <p>9 A. They would be, I believe, what has been -- it</p> <p>10 could -- let me rephrase that. It could be both.</p> <p>11 Sometimes a payment may have been made, a credit may be</p> <p>12 in the -- seen later, in which case it's being</p> <p>13 reimbursed. Sometimes, a credit may be realized in more</p> <p>14 real time so it's actually not paid for and then</p> <p>15 reimbursed if that is clear. I think it would -- I</p> <p>16 would have to defer to my colleagues in finance and</p> <p>17 accounting of the logistics of that.</p> <p>18 Q. Okay. Under what circumstances might a credit</p> <p>19 not be seen for several months?</p> <p>20 MS. KAPLIN: Object to form.</p> <p>21 THE WITNESS: I -- if it was a campaign</p> <p>22 horizon that was maybe longer than one month or it was a</p> <p>23 certain period of time and over the course of that</p> <p>24 duration, whatever that duration may be, if there was</p> <p>25 some event that triggered a credit, that's where it</p>

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<p>1 could extend beyond a month.</p> <p>2 Q. (BY MS. CLEMONS) Okay. And then this -- the</p> <p>3 date of this invoice at the top, it says it's</p> <p>4 October 2021.</p> <p>5 Do you see that?</p> <p>6 A. Yes, I do.</p> <p>7 Q. And there is a line under Insert Date under</p> <p>8 Google Programmatic for November 1, '21.</p> <p>9 Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. And then there are amounts in the gross and net</p> <p>12 billable and billing column.</p> <p>13 Do you have an understanding of what the</p> <p>14 amounts for -- listed for November represent if this</p> <p>15 invoice was issued in October?</p> <p>16 A. Yes. As I understand it, this is where we are</p> <p>17 allowed to bill the Air Force for that media that is</p> <p>18 going to be run so that GSD&M is not serving as the</p> <p>19 government's bank, so to speak, for payment of those.</p> <p>20 Q. Okay. So you are securing the funds from</p> <p>21 Air Force prior to making media --</p> <p>22 A. Yes. In some instances, yes, ma'am.</p> <p>23 Q. -- executing the media buys?</p> <p>24 A. Yes, ma'am.</p> <p>25 Q. Okay. And so that then may need to be</p>	<p>1 from Google for Air Force's media purchases, does GSD&M</p> <p>2 then pay that invoice with the funds received from</p> <p>3 Air Force?</p> <p>4 MS. KAPLIN: Object to form.</p> <p>5 THE WITNESS: Yes, it does. Yes.</p> <p>6 Q. (BY MS. CLEMONS) I'm going to show you another</p> <p>7 document. I'm going to hand the court reporter a</p> <p>8 different document. I'm going to hand the court</p> <p>9 reporter another document.</p> <p>10 (Exhibit No. 7 was marked.)</p> <p>11 Q. (BY MS. CLEMONS) This one is --</p> <p>12 THE REPORTER: Hold on.</p> <p>13 MS. KAPLIN: Go ahead.</p> <p>14 Q. (BY MS. CLEMONS) And this one is Bates</p> <p>15 stamped, at the bottom right, GOOG-AT-MDL-004388417.</p> <p>16 Do you see that?</p> <p>17 A. 411 -- I'm sorry. I was looking at the bottom.</p> <p>18 I'm seeing ending 414.</p> <p>19 MS. CLEMONS: I may have the wrong...</p> <p>20 MS. KAPLIN: The one you gave me ends in</p> <p>21 417.</p> <p>22 MS. CLEMONS: Can we go off the record for</p> <p>23 just one moment?</p> <p>24 VIDEOGRAPHER: Going off the record. The</p> <p>25 time is 3:48.</p>
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<p>1 reconciled later if more funds were transferred than</p> <p>2 ended up being able to be spent for that month; is that</p> <p>3 right?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And do you have an understanding of how</p> <p>6 these invoices are reconciled back to the invoices that</p> <p>7 GSD&M receives from Google for Air Force's purchases?</p> <p>8 A. Yes. From a Google perspective, they are</p> <p>9 provided through -- one of two ways. It comes through</p> <p>10 what's referred to as Google -- Google payment center,</p> <p>11 which is a web interface where invoices come in, in</p> <p>12 which case our finance and accounting team are</p> <p>13 extracting those to begin an assessment to make sure</p> <p>14 they're lining up with what was planned. There also may</p> <p>15 be some instances where an invoice for some reason may</p> <p>16 have to be emailed or whatever it might be. So an</p> <p>17 invoice is received by our accounting team, they are</p> <p>18 reviewing it, working with, again, our colleagues and</p> <p>19 our media group to make sure it is accurate.</p> <p>20 And once that process continues ultimately</p> <p>21 into manifest itself into our billing which occurs</p> <p>22 through Mediaocean which is, again, our tool which we</p> <p>23 leverage for media investments and billing, whether it's</p> <p>24 Google or any other property.</p> <p>25 Q. Okay. And so when GSD&M receives an invoice</p>	<p>1 (Discussion off the record.)</p> <p>2 VIDEOGRAPHER: Back on the record, this</p> <p>3 marks the beginning of Media Unit No. 5. The time is</p> <p>4 3:49.</p> <p>5 Q. (BY MS. CLEMONS) All right. Before,</p> <p>6 Mr. Bradbury, before we took a very short break, I had</p> <p>7 read the wrong Bates number for -- for the document that</p> <p>8 is being marked as Bradbury Exhibit 7. This one is now</p> <p>9 correct. GOOG-AT-MDL-004388414. Does that match the</p> <p>10 document that you have in front of you?</p> <p>11 A. Yes, it does.</p> <p>12 Q. Okay. Perfect. So are you familiar with the</p> <p>13 Google invoices that GSD&M receives for Air Force media</p> <p>14 purchases?</p> <p>15 A. Yes, at a high level, yes.</p> <p>16 Q. And is this, to the best of your knowledge, the</p> <p>17 document that you're looking at, one of those invoices?</p> <p>18 A. That's correct.</p> <p>19 Q. Okay. Is this invoice, feel free to take a</p> <p>20 moment and look through it, is this invoice typical of</p> <p>21 the type of invoice that you -- GSD&M would receive from</p> <p>22 Google for Display & Video 360 purchases on behalf of</p> <p>23 Air Force?</p> <p>24 A. It is.</p> <p>25 Q. If you flip to the second page, page 203, up in</p>

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<p style="text-align: right;">Page 194</p> <p>1 that connection. I do not know.</p> <p>2 Q. (BY MS. CLEMONS) Okay. If you stay on the</p> <p>3 page that ends in 2137 -- sorry, 2135, do you see up at</p> <p>4 the top it says, "AIR 263 S 215 R 1"?</p> <p>5 A. Uh-huh.</p> <p>6 Q. And then there's a monetary amount of</p> <p>7 \$561,836.67.</p> <p>8 Do you see that?</p> <p>9 A. I do.</p> <p>10 Q. If you go down to where it says "Estimate"</p> <p>11 about five lines below that.</p> <p>12 Do you see that?</p> <p>13 A. I do.</p> <p>14 Q. Over to the right of that it says "TO 0063 USSF</p> <p>15 ENG & REC."</p> <p>16 Do you see that?</p> <p>17 A. I do.</p> <p>18 Q. Do you have an understanding of what that</p> <p>19 represents?</p> <p>20 A. I do. That would denote, under Task Order 63,</p> <p>21 specific support for the United States Space Force</p> <p>22 and -- and engage and recruit tactics and that would be</p> <p>23 our acronym. So to condense it to fit in the field</p> <p>24 there.</p> <p>25 Q. Okay. And then do you see down below that,</p>	<p style="text-align: right;">Page 196</p> <p>1 Q. Okay. And then if you go over to where it says</p> <p>2 "net billable" which I understand is what is actually</p> <p>3 being billed --</p> <p>4 A. Yes.</p> <p>5 Q. It says \$453,671.18.</p> <p>6 Do you see that?</p> <p>7 A. I do.</p> <p>8 Q. Bear with me. Heading back over to Exhibit 8,</p> <p>9 the total amount due on that invoice is \$466,630.50.</p> <p>10 Do you see that?</p> <p>11 A. I do.</p> <p>12 Q. Do you know if this 453,000 and 466,000 on</p> <p>13 these two documents are -- are representing the same</p> <p>14 spend?</p> <p>15 A. I do not.</p> <p>16 Q. Okay. If you needed to know how the Google</p> <p>17 invoice lined up with the GSD&M invoice reconciling all</p> <p>18 those numbers, who would you speak to?</p> <p>19 MS. KAPLIN: Objection to form.</p> <p>20 THE WITNESS: I would work with my</p> <p>21 colleagues in finance and accounting.</p> <p>22 Q. (BY MS. CLEMONS) Okay. And back to -- is</p> <p>23 there a particular person in financing and accounting</p> <p>24 who you would go to who you understand works on these</p> <p>25 bills?</p>
<p style="text-align: right;">Page 195</p> <p>1 there are two sections where there are insert dates</p> <p>2 listed. The first says, "Google DoubleClick" and the</p> <p>3 second says "Google Programmatic."</p> <p>4 Do you see that?</p> <p>5 A. I do.</p> <p>6 Q. Do you have an understanding of what Google</p> <p>7 DoubleClick is?</p> <p>8 A. I do not.</p> <p>9 Q. Okay. And then if you go down to where it</p> <p>10 says, "Google Programmatic," there are months listed;</p> <p>11 January, February, March, April, and May of 2023.</p> <p>12 Do you see that?</p> <p>13 A. I do.</p> <p>14 Q. Under -- across from May 1, '23, it says,</p> <p>15 "Display" under Space.</p> <p>16 Do you see that?</p> <p>17 A. I do.</p> <p>18 Q. Is it your understanding that this represents</p> <p>19 Air Force spend on programmatic display advertising via</p> <p>20 DV360?</p> <p>21 A. Correct, yes. Specifically Space Force</p> <p>22 advertising. But, yes.</p> <p>23 Q. Okay. The Space Force -- apologies. Was it</p> <p>24 engineering and recruitment?</p> <p>25 A. Engage -- engage and recruit.</p>	<p style="text-align: right;">Page 197</p> <p>1 A. My initial thought would be a colleague by the</p> <p>2 name of Sarah Brauner.</p> <p>3 Q. And Exhibit 9 is in -- the invoice date says</p> <p>4 April 24th, 2023; is that right?</p> <p>5 A. Yes, that's correct.</p> <p>6 Q. Does that mean that it was sent out April 24th,</p> <p>7 2023?</p> <p>8 A. At that date or probably close to it. I can't</p> <p>9 confirm.</p> <p>10 Q. Okay. And again, on the page ending 135, there</p> <p>11 is an amount listed for display from May of 2023 which</p> <p>12 is the following month after this invoice would have</p> <p>13 been sent; is that right?</p> <p>14 A. Correct.</p> <p>15 Q. So is it your understanding that the amount</p> <p>16 listed after May 1, '23 display is an estimated amount</p> <p>17 of how much -- how much GSD&M is requesting Air Force</p> <p>18 send so that it can make that amount in purchases --</p> <p>19 A. It's my understanding, yes.</p> <p>20 Q. -- on Air Force's behalf in the month of May?</p> <p>21 A. Yes, ma'am.</p> <p>22 MS. KAPLIN: Objection to form.</p> <p>23 Q. (BY MS. CLEMONS) And if this May Google</p> <p>24 invoice -- or if the invoice coming in for the spending</p> <p>25 in May were more or less than the amount advanced, would</p>

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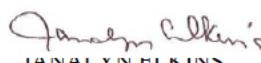
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1 that be reflected in later invoice adjustments in 2 following months?	1 FURTHER EXAMINATION 2 Q. (BY MS. KAPLIN) So you were talking a moment 3 ago about on occasion or in some instances GSD&M paid -- 4 is paid in advance by the US Air Force for its purchases 5 for the US Army -- I'm sorry, for the US Air Force all 6 in DV360; is that right?
3 A. That's correct.	7 A. Yes.
4 MS. KAPLIN: Objection, form.	8 Q. And that's based on GSD&M's estimates of what 9 it will purchase for the US Air Force?
5 THE WITNESS: Correct. Adjusted 6 accordingly, it would, yes.	10 A. That is correct.
7 Q. (BY MS. CLEMONS) Okay. And so are all of the 8 media purchases made under the contract, in particular 9 for display through DV360, are all of those purchases 10 paid by Air Force?	11 Q. And essentially, does that sum act as a budget 12 for GSD&M's purchases?
11 MS. KAPLIN: Objection to form.	13 MS. CLEMONS: Objection, form.
12 THE WITNESS: They would be paid by GSD&M 13 and in turn would be reimbursed by the Air Force.	14 THE WITNESS: It does.
14 Q. (BY MS. CLEMONS) Or paid in advance by the 15 Air Force and that money is used to pay Google?	15 Q. (BY MS. KAPLIN) And does GSD&M have some 16 discretion to allocate that spend across, for example, 17 whitelisted pages?
16 A. Yes, ma'am. Yes, ma'am.	18 MS. CLEMONS: Objection, form.
17 MS. KAPLIN: Objection to form.	19 THE WITNESS: Yes.
18 Q. (BY MS. CLEMONS) Are you familiar with the 19 term "sequential liability"?	20 Q. (BY MS. KAPLIN) And to optimize that spend in 21 other way -- other ways?
20 A. Familiar with it, topically, but not in depth.	22 MS. CLEMONS: Objection, form.
21 Q. Do you have any understanding of whether or how 22 sequential liability applies to GSD&M's contract for 23 DV360 access with Google?	23 THE WITNESS: Yes. And if it was a 24 significant strategic change in coordination with our 25 Air Force clients.
24 MS. KAPLIN: Objection, calls for a legal 25 conclusion.	
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1 THE WITNESS: Not specifically. I'm sorry.	1 Q. (BY MS. KAPLIN) So just to sum that up. After 2 obtaining US Air Force funds to use in its digital 3 display advertising, what does -- what, if anything, 4 does GSD&M have discretion -- what types of decisions, 5 if any, does GSD&M have decisions -- have over -- sorry. 6 Let me rephrase.
2 MR. LYNCH: You can answer.	7 After obtaining US Air Force funds to use 8 in its digital display advertising, what discretion, if 9 any, does GSD&M have in allocating those funds?
3 THE WITNESS: Not specifically. Please 4 repeat the question, sorry.	10 MS. CLEMONS: Objection to form.
5 Q. (BY MS. CLEMONS) Sorry. I was just wondering 6 if you had any idea of whether the concept of sequential 7 liability applied with respect to GSD&M's relationship 8 with Google?	11 THE WITNESS: We would be able to shift 12 within a designated whitelist or an inclusive list to 13 sites that were providing positive performance vis-a-vis 14 others which may be performing under expectation.
9 MS. KAPLIN: Objection, calls for a legal 10 conclusion.	15 Q. (BY MS. KAPLIN) And I'm going to direct your 16 attention back to Exhibit 7, which is a Google invoice 17 to GSD&M Bates stamped -- Bates No. ending 414. And I'm 18 going to direct your attention to the second page ending 19 in 415 of the exhibit.
11 THE WITNESS: I don't know.	20 So previously we -- you had described why 21 different types of advertising might be listed out 22 separately in this invoice; is that right?
12 MS. CLEMONS: Okay. I think that's about 13 all that I have, but I may just take a minute. So if we 14 can go off the record and I'll double check. Thank you.	23 A. Yes.
15 VIDEOGRAPHER: Going off the record. The 16 time is 4:33.	24 Q. So just to direct your attention to the first 25 row, that ends with display ID 20797843. Do you have an
17 (Discussion off the record.)	
18 VIDEOGRAPHER: Back on the record. The 19 time is 4:36.	
20 MS. CLEMONS: Mr. Bradbury, that is all 21 that I have for you today. I will turn -- turn 22 questioning back over to Google's counsel and reserve 23 the remainder of my time.	
24 MS. KAPLIN: I just have a few more 25 questions for you, Mr. Bradbury.	

HIGHLY CONFIDENTIAL

<p style="text-align: right;">Page 214</p> <p>1 ERRATA PAGE 2 WITNESS NAME: BO BRADBURY DATE: 09/08/2023 3 PAGE LINE CHANGE REASON 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____ 25 _____ Job No. CS6091854 </p>	<p style="text-align: right;">Page 216</p> <p>1 REPORTER'S CERTIFICATION 2 DEPOSITION OF BO BRADBURY 3 TAKEN SEPTEMBER 8, 2023 3 I, Janalyn Elkins, Certified Shorthand 4 Reporter in and for the State of Texas, hereby certify 5 to the following: 6 That the witness, BO BRADBURY, was duly sworn 7 by the officer and that the transcript of the oral 8 deposition is a true record of the testimony given by 9 the witness; 10 That the original deposition was delivered to 11 LAUREN KAPLIN; 12 That a copy of this certificate was served on 13 all parties and/or the witness shown herein on 14 _____. 15 I further certify that pursuant to FRCP No. 16 30(f)(i) that the signature of the deponent was 17 requested by the deponent or a party before the 18 completion of the deposition and that the signature is 19 to be returned within 30 days from date of receipt of 20 the transcript. If returned, the attached Changes and 21 Signature Page contains any changes and the reasons 22 therefor. 23 I further certify that I am neither counsel 24 for, related to, nor employed by any of the parties in 25 the action in which this proceeding was taken, and </p>
<p style="text-align: right;">Page 215</p> <p>1 ACKNOWLEDGMENT OF DEPONENT 2 3 I, BO BRADBURY, do hereby certify that I have 4 read the foregoing pages and that the same is a correct 5 transcription of the answers given by me to the 6 questions therein propounded, except for the corrections 7 or changes in form or substance, if any, noted on the 8 attached errata page. 9 10 _____ 11 BO BRADBURY DATE 12 13 THE STATE OF TEXAS) 14) 15 COUNTY OF _____ 16 17 Before me, _____, on this day 18 personally appeared BO BRADBURY, known to me (or proved 19 to me under oath or through 20 (description of identity card or other document) to be 21 the person whose name is subscribed to the foregoing 22 instrument and acknowledged to me that they executed the 23 same for the purposes and consideration therein 24 expressed. 25 Given under my hand and seal of office this _____ day of _____ NOTARY PUBLIC IN AND FOR THE STATE OF Job No. CS6091854 </p>	<p style="text-align: right;">Page 217</p> <p>1 further that I am not financially or otherwise 2 interested in the outcome of the action. 3 Certified to by me this 10th day of September 4 2023. 5 6  7 JANALYN ELKINS 8 Texas CSR 3631 9 Expiration Date 1/31/2025 10 Veritext Legal Solutions 11 300 Throckmorton Street, Suite 1600 12 Fort Worth, Texas 76102 13 Firm Registration No. 571 14 PH: (817) 336-3042 15 16 17 18 19 20 21 22 23 24 25 </p>

55 (Pages 214 - 217)

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973-410-4098

ERRATA SHEET FOR DEPOSITION TRANSCRIPT OF

Bo Bradbury

Deposition Date: September 8, 2023

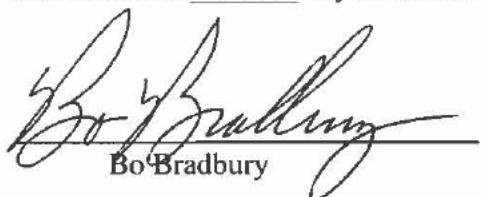
United States et al. v. Google, LLC (E.D. Va. Case No.1:23-cv-00108)

Page	Lines	Transcript Text	Corrected Text	Reason for Change
5	2	“on behalf on”	“on behalf of”	Transcription error
10	4-19	<p>“Q. Okay. Did you share any document with them on that call?</p> <p>A. Correct.</p> <p>...</p> <p>Q. So you shared documents with them that provided that information about the allocation of investments?</p> <p>A. Correct. They were requested.”</p>	Documents were not shared on this call.	Clarifying edit
11	7-16	<p>“Q. Going back to the documents you shared, approximately how many documents did you share on this meeting, during this meeting?</p> <p>A. From what I recall, maybe two or three.</p> <p>Q. And you put them up on a screen and then provided them to the Department of Justice after?</p> <p>A. This was information that was requested by the Department of Justice earlier in the process, in which case we provided to counsel, counsel provided presumably to the Department of Justice team.”</p>	Documents were not shared on this call.	Clarifying edit
15	11	“some package goods”	“some packaged goods”	Transcription error
16	17	“team lead by you”	“team led by you”	Transcription error
19	17-18	“where are 18 to 24-year-olds are spending”	“where are 18 to 24-year-olds spending”	Transcription error

22	12	“what the objective”	“where the objective”	Transcription error
26	7	“in terms of as creative”	“in terms of creative”	Transcription error
29	17	“Major General Christopher Amrhein”	“Brigadier General Christopher Amrhein”	Clarifying edit
38	13	“one was to video.”	“one was video.”	Transcription error
51	5	“on the objectives that at hand”	“on the objectives at hand”	Transcription error
54	6	“to align my technical”	“to rely on my technical”	Transcription error
55	12-13	“for in the engage”	“for the engage”	Transcription error
69	13	“of what is”	“of what has”	Transcription error
83	15	“as well, are supporting”	“as well, we are supporting”	Transcription error
94	11	“deliverable”	“deliverables”	Transcription error
113	20	“Air Force review with”	“Air Force for review with”	Transcription error
115	4	“which arguably”	“which would arguably”	Transcription error
116	1	“an ad op request”	“an ad hoc request”	Transcription error
117	9	“contract officing representatives”	“contract officer representatives”	Transcription error
121	7	“but need development decisions”	“but development decisions”	Transcription error
143	24	“of being creating”	“of creating”	Transcription error
179	20-21	“ultimately into manifest itself into”	“ultimately it will manifest itself into”	Transcription error
184	21-22	“members of or our consumer”	“members of our consumer”	Transcription error
190	15	“TO 673”	“TO 63”	Transcription error
204	7	“Ms. Debinet”	“Ms. Depinet”	Transcription error
207	19	“content. That would”	“content that would”	Transcription error
210	2	“No, that’s correct.”	“Yes, that’s correct.”	Clarifying edit

I, Bo Bradbury, do hereby certify: that I have read my deposition transcript dated September 8, 2023; that the changes and corrections to my deposition transcript set forth above are necessary to render the same true and correct; that having made such changes, I hereby subscribe my name to the deposition. I declare, under penalty of perjury, that the foregoing is true and correct.

Executed this 25th day of October, 2023 at Austin, Texas
(City/State)



Bo Bradbury